

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

MOVSOVITZ & SONS OF FLORIDA, INC. et al., :

Plaintiffs :

v. :

Civil Action No: 04-2254 (SEC)

SCOTIABANK :

Defendant :

**AFFIDAVIT IN SUPPORT OF PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT AGAINST DEFENDANT SCOTIABANK**

Ben Foss, being duly sworn, deposes and says:

1. I am the Accounting Manager of West Coast Distributing, Inc. ("West Coast"), and make this Affidavit in support of Plaintiffs' Motion for Summary Judgment against Defendant Scotiabank.

2. I am personally familiar with all matters which are the subject of this proceeding and the facts set forth in this affidavit are within my personal knowledge. If called upon as a witness, I could and would competently testify to all facts stated in this affidavit.

3. West Coast is a company located in Malden, Massachusetts, which sells wholesale quantities of perishable agricultural commodities ("produce").

4. The sales and accounts receivable records of West Coast, including invoices and account statements, are made in the ordinary course of business and are made at or near the time of the occurrence of the event of which they are a record. These business records are made under my direction and supervision by employees whose duty it is to prepare such documents.

5. My responsibilities also include supervising collection of the accounts receivable for such sales, including Axel Gonzalez Inc. d/b/a North Produce's ("North Produce") account

which is the subject of the present motion. I have custody and control of the sales and accounts receivable records of West Coast as they relate to North Produce and I am thoroughly familiar with the manner in which those records are compiled.

6. Between January 2, 2002 and February 19, 2002, West Coast sold and delivered to North Produce, in interstate commerce, various wholesale lots of produce worth \$120,588.80, which remains unpaid. *See* Statement of Account and Invoices attached hereto as Exhibit 1.


7. North Produce accepted the produce received from West Coast.

8. West Coast preserved its interest in the PACA trust in the unpaid amount of \$120,588.80 by including the required trust language set for in the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e(c)(4). *See* Exhibit 1.

9. West Coast is presently owed \$120,588.80.

I do solemnly declare under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

WEST COAST DISTRIBUTING, INC.

By: 
Ben Foss

See attached

Subscribed and sworn to before me this _____ day of November, 2005.

Notary Public

My Commission Expires: _____

MASSACHUSETTS JURAT

Gov. Exec. Ord. #455 (03-13), §5(e)

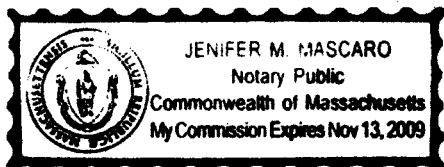
Commonwealth of Massachusetts

County of Middlesex } ss.On this the 1 day of November, 2005, before me,Jenifer Mascaro, the undersigned Notary Public,
Name of Notary Publicpersonally appeared Personally Known - Ben Foss,
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

Personally Known,
Description of Evidence of Identity

to be the person(s) whose name(s) was/were
signed on the preceding or attached document
in my presence, and who swore or affirmed to
me that the contents of the document are
truthful and accurate to the best of his/her/their
knowledge and belief.



Jenifer Mascaro
Signature of Notary Public
Jenifer Mascaro
Printed Name of Notary

*embossed through
document*

Place Notary Seal and/or Any Stamp Above

My Commission Expires Nov. 13, 2009**OPTIONAL**

Although the information in this section is not required by law, it may prove valuable to persons
relying on the document and could prevent fraudulent removal and reattachment of this form to
another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Right Thumbprint
of Signer**

Top of thumb here

Exhibit 1

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

STATEMENT

Statement Date: Feb 14, 2003
Customer #: 1069

NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship Date	Invoice #	PO #	Invoice Amt	Receipt Date	Received	Balance
Jan 02, 2002	M21000		17,932.00		.00	17,932.00
Jan 08, 2002	M21013		13,526.75		.00	13,526.75
Jan 08, 2002	M21013A		2,600.00		.00	2,600.00
Jan 22, 2002	M21164		10,299.30		.00	10,299.30
Jan 24, 2002	M21194		1,748.00		.00	1,748.00
Jan 29, 2002	M21198		11,862.75		.00	11,862.75
Jan 29, 2002	M21198A		2,600.00		.00	2,600.00
Feb 01, 2002	M21272		10,684.00		.00	10,684.00
Feb 13, 2002	M21178		20,419.00		.00	20,419.00
Feb 13, 2002	M21178A		1,800.00		.00	1,800.00
Feb 19, 2002	M21184		24,317.00		.00	24,317.00
Feb 19, 2002	M21184A		2,800.00		.00	2,800.00
Total Due:						120,588.80

Aging Days:	0 - 27	28 - 35	36 - 45	46 - 60	61 - 9999	Credits	Total Due
	.00	.00	.00	.00	120,588.80	.00	120,588.80

If paying by statement, please return a copy of this statement with your remittance - Thank You

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21000
Invoice: Jan 02, 2002
Ship: Jan 02, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B. + FREIGHT	Salesperson: TOM CSEREP	Carrier: BRITAIN TRUCKING INC
Order: Jan 02, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
LETTUCE 24's LINER	520	ctn	21.00	10,920.00
LETTUCE ROMAINE 24'S	105	ctn	13.25	1,391.25
BROCOLLI 14'S	48	ctn	15.00	720.00
BROCOLLI CROWNS	48	ctn	16.50	792.00
CAULIFLOWER 16'S	56	ctn	16.50	924.00
LETTUCE ROMAINE 12/3# HEARTS	20	ctn	13.25	265.00
LETTUCE GREEN LEAF 24'S	15	ctn	9.25	138.75
ONIONS GREEN N/A	15	ctn	10.50	157.50
Temp Recorder	1		23.50	23.50
Freight Charge	1		2,600.00	2,600.00
INVOICE TOTAL:	827			17,932.00

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

RECEIVED, from shipper named herein, the perishable property described below, in apparent good order and condition, except as noted below (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, pursuant to an agreement, arranged by truck broker, if any, whereby the carrier shown below (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), in consideration of the transportation charges to be paid, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route, said property to the consignee, subject to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the carrier, the shipper, and the truck broker, if any.

Order Number	Consignee	Bill of Lading No.
Salesman		Ship Date
DATE SHIPPED 01/02/02	BILL OF LADING PAGE 1 OF 1	ORDER NUMBER 236735
SHIP TO NAME/ADDRESS WEST COAST DIST., INC. JACKSONVILLE	Destination	Ship From
FL Truck <input type="checkbox"/> Piggy <input type="checkbox"/>	Carrier	Terms
CUST PO M2-1000	Driver	St. Exp. Date
SALESPERSON: VBAI	Tractor License	Trailer License

Reporting Instructions	SHIPPED FROM	ARRIVED	LOADED	SHIPPED
	6			
REORDER #	INSPECTION #	PHYTO #	OTHER SHIP LOCATIONS	
4282423			0051	

COMMENTS: WEST COAST C/O NORTH PRODUCE
ALL SALES FOB NO GRADE CONTRACT WITH GOOD DELIVERY
STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION
FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS
CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE.

P & O COLD LOGISTICS
Case Count 20 PALLETS
Date 1/4/02
Pallets in 20 Pallets out 3456

ORDERED	DESCRIPTION
520	18124001 LETTUCE PLTZ / LINER 24 FK
1	99010001 RYAN RECORDER
520	

SHIPPED
Rec'd. by B. Carr
1
520

Total Packages	Total Containers	Total Weight
----------------	------------------	--------------

Inspection	Recorder No.	Chart No.	Temperature Instructions	Driver's Initial
Loading Instructions				
Delivery Instructions				

Billing Instructions	Carrier arranged for by:	Charges paid by:
ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING	Shipper <input type="checkbox"/> Receiver <input type="checkbox"/>	Shipper <input type="checkbox"/> Receiver <input type="checkbox"/>

If shipment is to be delivered to consignee without receipt, shipper, shipper shall sign the following: Carrier shall not make delivery without payment of freight and all other lawful charges.

PALETS USED:	SHIPPED:	Signed	Date	Time	AM PM
SHIPPER'S SIGNATURE:					
DRIVER'S RECEIPT:	DRIVER'S NAME:	Signed	Date	Time In	AM PM
VERIFY PALLETS RECEIVED:				Time Out	AM PM
LOADED BY:	DRIVER'S SIGNATURE:				

HIGHLINE COOLING
444 MAPLE AVENUE
HOLTVILLE, CA 92250

DATE SHIPPED
01/02/02

BILL OF LADING
PAGE 1 OF 1

SHIP TO NAME/ADDRESS
WEST COAST DIST., INC.
JACKSONVILLE FL

BILL TO NAME/ADDRESS
WEST COAST DIST., INC.
MALDEN MA

CUST PO
M2-1000

SHIP VIA
BRITTAIN
AL T60854

SALESPERSON: VEAL

SHIPPED FROM
HIGHLINE COOLING

ARRIVED
01/02/02 01:55 P

LOADED
01/02/02 01:56 P

SHIPPED
01/02/02 03:12 P

REORDER #
4282423

INSPECTION #

PHYTO #

OTHER SHIP LOCATIONS
0055

COMMENTS: WEST COAST C/O NORTH PRODUCE

ALL SALES FOB NO GRADE CONTRACT WITH GOOD DELIVERY
STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION
FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS
CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE.

ORDERED	DESCRIPTION	SHIPPED
48	22020000 BROCCOLI CROWN 20# OP	48
48	22714000 BROCCOLI 14 OP	48
56	30316001 CAULIFLOWER 16 FK	56
105	50124001 ROMAINE LINER 24 FK	105
20	52636001 ROMAINE HEART 12X3 FK	20
15	63124001 GREEN LEAF LINER 24 FK	15
15	76194038 GREEN ONION MEX 48 CIRCLE Y	15
1	99010001 RYAN RECORDER	1
307		307

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY
EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING

VERIFY COUNT BEFORE YOU SIGN, YOU ARE RESPONSIBLE FOR ALL SHORTAGES.

PALLETS USED: _____

RACKS USED: _____

CHRP BLUE PALLETS: _____

PRINT DRIVER'S NAME: _____

VERIFY PALLETS REC'D: _____

LOADED BY: _____

DRIVER'S SIGNATURE: _____
MAINTAIN TEMPERATURE OF COMMODITIES LOADED: 34 - 36 DEGREES.

ORDER NUMBER
236735

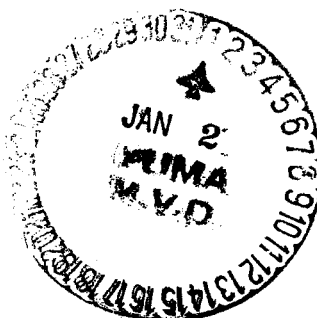
Pallets out 8

Date

1/4/02

Base Count

80 + PALLETS



Imperial County Agriculture
Lot Inspection - I.D. NO. 21

Based upon inspection of official records, the produce that
originated from Imperial County in this shipment
is free from Pink Hibiscus Mealybug
Stephen L. Birdshall - Commissioner

PULP TEMP AT TIME OF

LOADING 34-36 °F

Loader's Initials TL

Driver's Initials

IMPERIAL COUNTY AGRICULTURE COMMISSIONER

LOT INSPECTION - I.D. NO 18

The following commodities: Asparagus, Broccoli,
Cabbage, Lettuce, All Melons, Onions, Salad Products,
Pink & Ripe Tomatoes, Corn, Cauliflower identified on this
Bill of Lading was inspected and meets the requirements
of Title 3, Group 4, California Administrative Code.

STEPHEN L. BIRDSALL, COMMISSIONER

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21013
Invoice: Jan 08, 2002
Ship: Jan 08, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202

ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B.	Salesperson: TOM CSEREP	Carrier: BRITAIN TRUCKING INC
Order: Jan 08, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
LETTUCE 24's LINER	520	ctn	19.75	10,270.00
BROCOLLI CROWNS	48	ctn	12.50	600.00
BROCOLLI 14'S	48	ctn	10.25	492.00
CAULIFLOWER 16'S	20	ctn	9.25	185.00
CELERY SLEEVED 36'S	20	ctn	9.50	190.00
LETTUCE ROMAINE 24'S LINER	70	ctn	12.75	892.50
LETTUCE ROMAINE 12/3# HEARTS	15	ctn	13.50	202.50
LETTUCE GREEN LEAF 24'S LINER	15	ctn	9.25	138.75
NAPPA	20	ctn	13.50	270.00
ONIONS GREEN 48'S	30	ctn	8.75	262.50
Temp Recorder	1		23.50	23.50
INVOICE TOTAL:	806			13,526.75

ATTN: AXEL

*** REVISED INVOICE ***

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21013A
Invoice: Jan 08, 2002
Ship: Jan 08, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: FREIGHT	Salesperson: RANDY SCHRABEC	Carrier: BRITTAIN TRUCKING INC
Order: Jan 08, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Freight Charge	1		2,600.00	2,600.00
INVOICE TOTAL:				2,600.00
FREIGHT - MIX VEG				

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

1. WHITE-SHIPPER COPY 2. YELLOW-CARRIER COPY 3. PINK-CONSIGNEE COPY 4. GOLDENROD-COOLER COPY

MOTOR CARRIER**CONTRACT TERMS AND CONDITIONS
ARE PRINTED ON THE REVERSE SIDE**

FRESH KIST PRODUCE, LLC

FOR EXEMPT COMMODITIES

Original Non-negotiable

1/08/02

SALINAS CA

00000

SHIP FROM		SHIP VIA	SHIP TO	
ADVANCED COOLING SYSTEMS		CARRIER BRITTIAN	CONSIGNEE WEST COAST DISTRIB INC	
UMA AZ 00000		TRAILER P020623 LA	JACKSONVILLE, FL	
LOADING STARTED 15:52		TRACTOR	PO #	
LOADING COMPLETED 16:54		WEIGHT LIMIT	BROKER	
ORDER # 37502				
ATTENTION DRIVER: DRIVER ACCEPTS AND AGREES WITH THE COUNT OF PACKAGES AS SHOWN ON THIS BILL OF LADING. NO CORRECTION FOR SHORTAGE WILL BE ALLOWED ON ARRIVAL AT DESTINATION.			CONSIGNEE'S RECEIPT RECEIVED PERISHABLE PROPERTY DESCRIBED BELOW IN GOOD ORDER, EXCEPT AS NOTED:	
REFRIGERATION: Maintain temp. range - Low 34°F/High 36°F SPECIAL INSTRUCTIONS:			SIGNED: _____ DATE: _____ FRESH FRUIT AND VEGETABLE LOAD # _____ I.D. #31 This is to certify that the contents of this load meets the requirements of the Arizona Fruit & Vegetable Standardization as determined by a representative sample. DON H. KNAACK, SUPERVISOR OF INSPECTION COMMISSION OF AGRICULTURE & HORTICULTURE ARIZONA FRUIT & VEGETABLE STANDARDIZATION	
DRIVER SIGN: <i>Alie Schwalenberg</i>				
UNITS	DESCRIPTION			
520	LETTUCE PALLET LINERS 24'S FRESH KIST			
520	TOTAL UNITS SHIPPED			

RECEIVED FOR CROSS DOCKING

MOVSOVITZ OF FLORIDA

RECEIVED SUBJECT TO
USDA INSPECTION

DATE 11-02 P.O. # Expt

UNLOADING FEE \$ 400 deduct

EXCEPTIONS

0 S D

TOTAL CS REC'D 520

BY *Alie Schwalenberg*

DRIVER

NOTICE**This Shipment is Freight Collect**

If the carrier named herein, or its agent, delivers this shipment to the consignee, or its agent, without payment of freight or other lawful charges the carrier, or its agent, does so without recourse to the shipper, or its agent.

226

Alie Schwalenberg

RECEIVED FOR CROSS DOCKING

HIGHLINE COOLING
444 MAPLE AVENUE
HOLTVILLE, CA 92250

DATE SHIPPED
01/08/02

BILL OF LADING
PAGE 1 OF 1

SHIP TO NAME/ADDRESS
WEST COAST DIST., INC.
JACKSONVILLE FL

BILL TO NAME/ADDRESS
WEST COAST DIST., INC.
MALDEN MA

CUST PO
M2-1013

SHIP VIA
BRITTAIN
LA P020623

SALESPERSON:VBAL

SHIPPED FROM
HIGHLINE COOLING

LOADED
01/08/02 11:02 A

RECORDER #
4238776

PHYTO #

OTHER SHIP LOCATIONS
0041

SHIPPED
01/08/02 12:27 P

COMMENTS: WEST COAST DIST C/O NORTH PRODUCE

ALL SALES FOB NO GRADE CONTRACT WITH GOOD DELIVERY
STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION
FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS
CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE.

ORDERED	DESCRIPTION
48	22020020 BROCCOLI CROWN 20# PSAL
48	22714020 BROCCOLI 14 PSAL
20	30316001 CAULIFLOWER 16 FK
20	42536001 CELERY 36 SLEEVE FK
70	50124001 ROMAINE LINER 24 FK
15	52636001 ROMAINE HEART 12X3 FK
15	63124001 GREEN LEAF LINER 24 FK
20	75565001 NAPA WGA FK
30	76194001 GREEN ONION MEX 48 SMALL FK
1	99010001 RYAN RECORDER
286	

SHIPPED	
48	
48	
20	
20	
70	
15	
15	
20	
30	
1	
286	

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY
EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING

VERIFY COUNT BEFORE YOU SIGN, YOU ARE RESPONSIBLE FOR ALL SHORTAGES.

PALLETS USED: _____ RACKS USED: _____

CHEP BLUE PALLETS: _____ PRINT DRIVER'S NAME: _____

VERIFY PALLETS REC'D: _____

LOADED BY: _____ DRIVER'S SIGNATURE: _____
MAINTAIN TEMPERATURE OF COMMODITIES LOADED: 34 - 36 DEGREES.

MOVSOVITZ OF FLORIDA
RECEIVED SUBJECT TO
USDA INSPECTION

DATE 1-11-02 P.O.# 28602
UNLOADING FEE \$ INC
EXCEPTIONS

TO ALL COUNTY 28602
BY [Signature]
DRIVER [Signature]
[Signature]

Imperial County Agricultural Commission

Lot Inspection - J.D. No. 21

Based upon inspection of the produce, the undersigned
certifies that the produce is of the quality and quantity
represented on the invoice and is fit for human consumption.

34-36

CL

THE FOLLOWING COMMODITIES: Asparagus, Broccoli,
Cauliflower, Celery, Green Beans, Salad Products,
Spinach, Tomatoes, Watermelon, etc. are the
property of the undersigned and are to be used
for the purpose of the contract only. The undersigned
will not be responsible for any loss or damage to the
produce if it is not used for the purpose of the contract.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21164
Invoice: Jan 22, 2002
Ship: Jan 22, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B. + FREIGHT	Salesperson: TOM CSEREP	Carrier: FEDERATED FREIGHT
Order: Jan 22, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
BROCCOLI 14'S	48	ctn	17.50	840.00
BROCCOLI CROWNS	48	ctn	20.85	1,000.80
LETTUCE 24's LINER	600	ctn	9.25	5,550.00
LETTUCE 24's WRAP	40	ctn	10.25	410.00
SPINACH CELLO 12 X 10	10	ctn	12.50	125.00
LETTUCE ROMAINE 24'S LINER	70	ctn	8.75	612.50
LETTUCE GREEN LEAF 24'S	5	ctn	7.50	37.50
Temp Recorder	1		23.50	23.50
Freight Charge	1		1,700.00	1,700.00
INVOICE TOTAL:	821			10,299.30

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

RECEIVED, from shipper named herein, the perishable property described below, in apparent good order and condition, except as noted below (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, pursuant to an agreement, arranged by truck broker, if any, whereby the carrier shown below (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), in consideration of the transportation charges to be paid, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route, said property to the consignee, subject to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the carrier, the shipper, and the truck broker, if any.

SUN AMERICA

P.O. BOX 3710

SALINAS, CA 93912-3932

(831) 422-3894

Order Number	34710	Consignee	WEST COAST DISTRIBUTING INC 350 MAIN ST MALDEN MA 02148-5023		Bill of Lading No.	34710	
Salesman	RALPH GA	Destination	WEST COAST DISTRIBUTING INC		Ship Date	1/21/2002	
Customer P.O. #	M2-1164	Truck Broker	HOUSTON TX		Ship from	YUMA, AZ	
Phone	(781) 665-0300	Carrier	FEDERAL FRT		Terms	FOB	
Via:	Truck	Driver	JAY		License	TX	
	Piggy	Tractor License	State		Trailer License	R3CD11	
	Rail	State	TX		Exp. Date		
	Air						
Reporting Instructions							

48	BROCCOLI REGULAR SunAmerica 14'S	2160
48	BROCCOLI REGULAR SunAmerica CROWNS	2160
520	LETTUCE LINERS SunAmerica 24'S	23400
40	LETTUCE LOGO SunAmerica 24'S	1800
10	SPINACH CELLO 12X10	10
20	ROMAINE LINERS SunAmerica 24'S	2800
5	GREEN LEAF REGULAR SunAmerica 24'S	175

P & O COLD LOGISTICSCase Count 821Date 1-24-02Pallets in 21 Pallets out 0Rec'd. by 42906/16

Probed temperatures of commodities loaded approximately 36°. Maintain 33° to 34° enroute to destination.

Inspection	Recorder No.	Chart No.	Temperature Instructions
	MANATION 544617		
Loading Instructions			
Delivery Instructions			
Billing Instructions	Carrier arranged for by:	Charges paid by:	
	Shipper	Receiver	Shipper Receiver

If shipment is to be delivered to consignee without recourse to shipper, shipper shall sign the following: Carrier shall not make delivery without payment of freight and all other lawful charges.

Shipper Signature:

Signed

Consignee's Receipt I have received above perishable property in good order, except as noted:

Signed

Date

Time

AM

PM

Driver's Receipt:

I have received above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced:

Shipper's Signature:

I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading:

Time In

21:20

AM

PM

Time Out

00:10

AM

PM

Signed

[Signature]

22

RECEIVED, from shipper named herein, the perishable property described below, in apparent good order and condition, except as noted below (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, pursuant to an agreement, arranged by truck broker, if any, whereby the carrier shown below (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), in consideration of the transportation charges to be paid, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route, said property to the consignee, subject to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the carrier, the shipper, and the truck broker, if any.

SUN AMERICA
P.O. BOX 3710
SALINAS, CA 93912-3932
(831) 422-3894

Order Number	34719	Consignee	WEST COAST DISTRIBUTING INC 350 MAIN ST MALDEN MA 02148-5023	Bill of Lading No.	34719
Salesman	RALPH GA	Customer P.O. #	M2-1164	Ship Date	1/22/2002
Phone	(781) 665-0300	Destination	WEST COAST DISTRIBUTING INC HOUSTON TX	Ship from	YUMA, AZ
Via:		Carrier	FEDERAL FRUIT FREIGHT	Terms	FDB
Truck	Piggy	Driver	JAY	St.	Exp. Date
Ship	Rail	Tractor License		State	TX
Air		Trailer License	R3CD11		
Reporting Instructions					

80 LETTUCE LINERS SunAmerica 24'S

3600

P & O COLD LOGISTICS

Case Count 827

Date 1-24-02

Pallets in 21 Pallets out 0

Rec'd. by [Signature]

Probed temperatures of commodities loaded approximately 36°. Maintain 33° to 34° enroute to destination.

Inspection	Recorder No.	Chart No.	Temperature Instructions
Loading Instructions			
Delivery Instructions			
Billing Instructions		Carrier arranged for by:	Charges paid by:
Shipper	Receiver	Shipper	Receiver
If shipment is to be delivered to consignee without recourse to shipper, shipper shall sign the following: Carrier shall not make delivery without payment of freight and all other lawful charges.			
Shipper Signature:	Signed	Date	Time AM PM
Driver's Receipt: I have received above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced:		Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading:	
Signed	Signed	Date	Time AM PM
			08:47
			09:04

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21194

Invoice: Jan 24, 2002

Ship: Jan 24, 2002

Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B.	Salesperson: TOM CSEREP	Carrier: SHIPPER'S	
Order: Jan 24, 2002	Via:	Trailer lic:	St:
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
GARLIC	80	ctn	21.85	1,748.00
INVOICE TOTAL:	80			1,748.00
ATTN: AXEL				

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21198
Invoice: Jan 29, 2002
Ship: Jan 29, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B.	Salesperson: TOM CSEREP	Carrier: BRITTAIN
Order: Jan 29, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
BROCCOLI 14'S .	48	ctn	28.00	1,344.00
BROCCOLI CROWNS 20# .	48	ctn	30.00	1,440.00
LETTUCE ROMAINE 24'S .	70	ctn	16.25	1,137.50
SPINACH CELLO 12 X 10 .	10	ctn	13.50	135.00
CAULIFLOWER 16'S .	30	ctn	30.75	922.50
LETTUCE GREEN LEAF 24'S .	5	ctn	13.25	66.25
LETTUCE ROMAINE 12/3# .	10	ctn	11.75	117.50
LETTUCE 24's LINER	520	ctn	11.50	5,980.00
NAPPA WGA	20	ctn	10.50	210.00
LETTUCE 24's WRAP	40	ctn	12.75	510.00
INVOICE TOTAL:	801			11,862.75

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21198A
Invoice: Jan 29, 2002
Ship: Jan 29, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: FREIGHT	Salesperson: RANDY SCHRABEC	Carrier: BRITTAIN
Order: Jan 29, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Freight Charge	1		2,600.00	2,600.00
INVOICE TOTAL:				2,600.00
FREIGHT - LETTUCE				

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

1. WHITE-SHIPPER COPY 2. YELLOW-CARRIER COPY 3. PINK-CONSIGNEE COPY 4. GOLDENROD-COOLER COPY

MOTOR CARRIER**CONTRACT TERMS AND CONDITIONS
ARE PRINTED ON THE REVERSE SIDE**

FRESH KIST PRODUCE, LLC

FOR EXEMPT COMMODITIES

Original Non-negotiable

1/30/02

ALINAS CA

00000

SHIP FROM**SHIP VIA****SHIP TO**

ADVANCED COOLING SYSTEMS

CARRIER BRITTAIN
TRAILER T12170 FL
TRACTOR
WEIGHT LIMITCONSIGNEE WEST COAST DIST INC
JACKSONVILLE, FLJMA AZ 00000
LOADING STARTED 8:25
LOADING COMPLETED 9:40
ORDER # 38904PO # M21198
BROKER**ATTENTION DRIVER:**DRIVER ACCEPTS AND AGREES WITH THE COUNT OF PACKAGES
AS SHOWN ON THIS BILL OF LADING. NO CORRECTION FOR
SHORTAGE WILL BE ALLOWED ON ARRIVAL AT DESTINATION.**CONSIGNEE'S RECEIPT**
RECEIVED PERISHABLE PROPERTY DESCRIBED
BELOW IN GOOD ORDER, EXCEPT AS NOTED:REFRIGERATION: Maintain temp. range - Low 34°F/High 36°F
SPECIAL INSTRUCTIONS:

SIGNED: DATE:

FRESH FRUIT AND VEGETABLE

LOAD # I.D. #31

This is to certify that the contents of this load meets the requirements
of the Arizona Fruit & Vegetable Standardization as determined by a
representative sample.DON H. KNAACK, SUPERVISOR OF INSPECTION
COMMISSION OF AGRICULTURE & HORTICULTURE
ARIZONA FRUIT & VEGETABLE STANDARDIZATION

DRIVER SIGN:

UNITS

DESCRIPTION

40 LETTUCE CELLO 24'S FRESH KIST

520 LETTUCE PALLET LINERS 24'S FRESH KIST

560 TOTAL UNITS SHIPPED

MOVSOVITZ OF FLORIDA

RECEIVED SUBJECT TO
USDA INSPECTION

RECEIVED FOR CROSS DOCKING

DATE

2-02

P.O. #

Export

UNLOADING FEE \$

EXCEPTIONS

0

TOTAL CS RECD

BY

DRIVER

NOTICE**This Shipment is Freight Collect**If the carrier named herein, or
its agent, delivers this shipment
to the consignee, or its agent,
without payment of freight or
other lawful charges the
carrier, or its agent, does so
without recourse to the shipper,
or its agent.

HIGHLINE COOLING
444 MAPLE AVENUE
HOLTVILLE, CA 92250

DATE SHIPPED
01/30/02

BILL OF LADING
PAGE 1 OF 1

SHIP TO NAME/ADDRESS
WEST COAST DIST., INC.
JACKSONVILLE
FL

BILL TO NAME/ADDRESS
WEST COAST DIST., INC.
MALDEN
MA

CUST PO
M2-1198

SHIP VIA
BRITAIN
FL T12170

SALESPERSON: VBAL

SHIPPED FROM
HIGHLINE COOLING

ARRIVED
01/29/02 08:48 P

LOADED
01/29/02 11:09 P

SHIPPED
01/30/02 12:22 A

REORDER #

INSPECTION #

PHYTO #

OTHER SHIP LOCATIONS
0041

COMMENTS:

ALL SALES FOB NO GRADE CONTRACT WITH GOOD DELIVERY
STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION
FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS
CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE.

ORDERED	DESCRIPTION	SHIPPED
48	22020000 BROCCOLI CRN 20# OP	48
48	22714001 BROCCOLI 14 FRESH KIST	42
0	22714020 BROCCOLI 14 PSAL	6
30	30316001 CAULIFLOWER 16 FRESH KIST	30
10	42536001 CELERY 36 SLEEVE FRESH KIST	0
70	50124001 ROMAINE 24 LINER FRESH KIST	70
10	52636001 ROMAINE HEARTS 12X3 FRESH KIST	10
5	63124001 LEAF GREEN 24 LINER FRESH KIST	5
20	75565001 NAPA WGA FRESH KIST	20
10	90950000 SPINACH 12X10 OP	10
251		241

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY
EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING

VERIFY COUNT BEFORE YOU SIGN, YOU ARE RESPONSIBLE FOR ALL SHORTAGES.

PALLETS USED: _____

RACKS USED: _____

CHEP BLUE PALLETS: _____

PRINT DRIVER'S NAME: _____

VERIFY PALLETS REC'D: _____

LOADED BY: _____

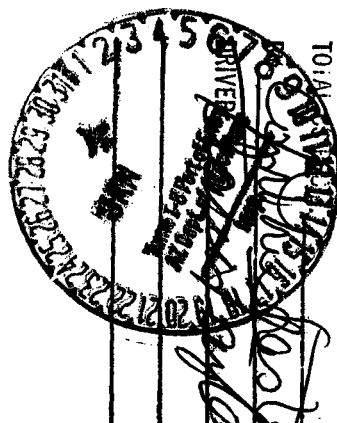
DRIVER'S SIGNATURE: *[Signature]*
MAINTAIN TEMPERATURE OF COMMODITIES LOADED: 34 - 36 DEGREES.

RECEIVED FOR CROSS DOCKING

ORDER NUMBER
238904

DATE 2-1-02 P.O. # 2000
UNLOADING FEE \$ 1.00
EXCEPTIONS

MOVSONITZ OF FLORIDA
RECEIVED SUBSET NO
USDA INSPECTION



INTERNAL COUNTY AGRICULTURAL COMMISSION
LOT INSPECTION 10 NO 18
The following commodities Appraisals, Broccoli,
Cabbage, lettuce, Ancho, Green, Salad, Tomato,
Pink & Ripe Tomatoes, Corn, Cauliflower identified as the
Bill of Lading was assigned and made the requirements
of Title 3, Code of California Regulations 7000

LOADING 34-36

Loaders initials *[Signature]*
Driver's initials *[Signature]*

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21272
Invoice: Feb 01, 2002
Ship: Feb 01, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B. + FREIGHT	Salesperson: TOM CSEREP	Carrier: SHIPPER'S CHOICE TRANSPORT
Order: Feb 01, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
LETTUCE LINER	620	ctn	10.60	6,572.00
LETTUCE ROMAINE 24'S	105	ctn	16.50	1,732.50
CAULIFLOWER 16'S	56	ctn	13.50	756.00
Temp Recorder	1		23.50	23.50
Freight Charge	1		1,600.00	1,600.00
INVOICE TOTAL:	781			10,684.00

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

UN AMERICA

P.O. BOX 3710

SALINAS, CA 93912-3932

(831) 422-3894

here 300

RECEIVED, from shipper named herein, the perishable property described below, in apparent good order and condition, except as noted below (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, pursuant to an agreement, arranged by truck broker, if any, whereby the carrier shown below (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this contract), in consideration of the transportation charges to be paid, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route, said property to the consignee, subject to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the carrier, the shipper, and the truck broker, if any.

Order Number	35093	Consignee	WEST COAST DISTRIBUTING INC	Bill of Lading No.	35093
Salesman	RALPH BA	350 MAIN ST	MALDEN MA 02148-5023	Ship Date	2/04/2002
Customer P.O. #	M2-1272	Destination	WEST COAST DISTRIBUTING INC	Ship from	YUMA, AZ
Phone	(781) 665-0300	HOUSTON TX		Terms	FOB
Via:	Truck	Piggy	Carrier	Truck Broker	
Ship	Rail	Driver	STOREY	License	St. Exp. Date
Air		ROGER			
Tractor License		State	Trailer License	State	
				TM05607	AL
Reporting Instructions					

620	LETTUCE LINERS SunAmerica 24'S	27900
105	ROMAINE REGULAR SunAmerica 24'S	185
56	CALIFLOWER CARTON SunAmerica 12'S	1848

P & O COLD LOGISTICS

Case Count 78
 Date 2/5/02
 Pallets in 20 Pallets out 0
 Rec'd. by W. P. [Signature]

Probed temperatures of commodities loaded approximately 36°. Maintain 33° to 34° enroute to destination.

Inspection	Recorder No.	Chart No.	Temperature Instructions
	532582		
Loading Instructions			
Delivery Instructions			
Billing Instructions		Carrier arranged for by:	Charges paid by:
		Shipper	Receiver
If shipment is to be delivered to consignee without recourse to shipper, shipper shall sign the following: Carrier shall not make delivery without payment of freight and all other lawful charges.		Consignee's Receipt I have received above perishable property in good order, except as noted:	
Shipper Signature:	Signed	Date	Time AM PM
Driver's Receipt: I have received above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced:	Shipper's Signature:	I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading:	
Signed <u>Roger [Signature]</u>	Signed	Date	Time In 12:32 AM PM
			Time Out 13:14 AM PM

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21178
Invoice: Feb 13, 2002
Ship: Feb 13, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: F.O.B.	Salesperson: TOM CSEREP	Carrier: LITTLE ROCK
Order: Feb 13, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
LETTUCE PALLETIZED	600	ctn	28.00	16,800.00
LETTUCE 24's WRAP	40	ctn	31.25	1,250.00
BROCCOLI CROWNS	48	ctn	11.25	540.00
BROCCOLI N/A	48	ctn	10.75	516.00
CAULIFLOWER N/A	52	ctn	9.50	494.00
CELERY 36'S	20	ctn	16.75	335.00
CABBAGE RED N/A	21	bag	10.25	215.25
ONIONS GREEN	25	ctn	10.75	268.75
INVOICE TOTAL:	854			20,419.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21178A
Invoice: Feb 13, 2002
Ship: Feb 13, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: FREIGHT	Salesperson: RANDY SCHRABEC	Carrier: LITTLE ROCK LOGISTICS INC.
Order: Feb 13, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Freight Charge	1		1,800.00	1,800.00
INVOICE TOTAL:				1,800.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

HIGHLINE COOLING
444 MAPLE AVENUE
HOLTVILLE, CA 92250

ORDER NUMBER
239922

BILL OF LADING
PAGE 1 OF 1

SHIP TO NAME/ADDRESS
WEST COAST DIST., INC.
JACKSONVILLE

BILL TO NAME/ADDRESS
WEST COAST DIST., INC.
MALDEN

FL

MA

CUST PO
M2-1178

BROKER

SHIP VIA
LITTLE ROCK LOG
OK 6567DC

SALESPERSON: VEBAL

SHIPPED FROM
HIGHLINE COOLING

ARRIVED
02/13/02 02:15 P

SHIPPED
02/13/02 04:03 P

RECORDED #

INSPECTION #

OTHER SHIP LOCATIONS
0041

PHYTO #

COMMENTS:

ALL SALES FOB NO GRADE CONTRACT WITH GOOD DELIVERY
STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION
FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS
CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE.

ORDERED	DESCRIPTION	SHIPPED
48	22021017 BROCCOLI CRN 20# LUJIN PL	48
48	22714020 BROCCOLI 14 PSAL	48
56	30316001 CAULIFLOWER 16 FRESH KIST	52
20	40036000 CELERY 36 OP	20
10	75224000 CABBAGE RED CTN OP	11
10	75224019 CABBAGE RED CTN PO	10
25	76194001 GREEN ONION 48 SM/MEX FRESH KIST	25
217		214

Date

Pallets

Rec'd by

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY
EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING

***** VERIFY COUNT BEFORE YOU SIGN, YOU ARE RESPONSIBLE FOR ALL SHORTAGES. *****

PALLETS USED:

RACKS USED:

CHEP BLUE PALLETS:

PRINT DRIVER'S NAME:

VERIFY PALLETS REC'D:

LOADED BY:

DRIVER'S SIGNATURE:

MAINTAIN TEMPERATURE OF COMMODITIES LOADED: 34 - 36 DEGREES.



Imperial County Agricultural Commissioner
Lot No. 239922 - I.D. No. 21

Based upon inspection of origin the produce that
is free from Imperial County in this shipment
Stephen L. Birdshall - Commissioner

LOADING

Loaders initials

Driver's initials

IMPERIAL COUNTY AGRICULTURE COMMISSIONER
LOT INSPECTION - I.D. NO 18

The following commodities: Asparagus, Broccoli,
Cabbage, Lettuce, All Melons, Onions, Salad Products,
Pink & Ripe Tomatoes, Corn, Cauliflower identified on this
Bill of Lading was inspected and meets the requirements
of Title 3, Group 4, California Administrative Code.

STEPHEN L. BIRDSTALL, COMMISSIONER

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21184
Invoice: Feb 19, 2002
Ship: Feb 19, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: FOB/DELIVERED	Salesperson: TOM CSEREP	Carrier: LITTLE ROCK
Order: Feb 19, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
LETTUCE 24's LINER	600	ctn	33.60	20,160.00
BROCCOLI 14'S	48	ctn	6.75	324.00
BROCCOLI CROWNS	48	ctn	8.75	420.00
CAULIFLOWER 16'S	29	ctn	7.50	217.50
LETTUCE ROMAINE 24'S	70	ctn	40.75	2,852.50
NAPPA WGA	10	ctn	10.75	107.50
ONIONS GREEN	20	ctn	10.60	212.00
Temp Recorder	1		23.50	23.50
INVOICE TOTAL:	825			24,317.00

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

West Coast Distributing, Inc.
P.O. BOX 84-5262
BOSTON MA 02284-5262

INVOICE

Invoice #: M21184A
Invoice: Feb 19, 2002
Ship: Feb 19, 2002
Pay Terms: N10

Sold To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Ship To: NORTH PRODUCE
P.O. BOX 1202
ARECIBO PUERTO RICO 00613

Page 1 of 1

Sale Terms: FREIGHT	Salesperson: RANDY SCHRABEC	Carrier: LITTLE ROCK LOGISTICS INC.
Order: Feb 19, 2002	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Freight Charge	1		2,800.00	2,800.00
INVOICE TOTAL:				2,800.00

ATTN: AXEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

NOTICE: Past due invoices shall accrue interest at the annual rate of 16% until paid. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice.

STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

RECEIVED, from shipper named herein, the perishable property described below, in apparent good order and condition except as noted below (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, pursuant to an agreement, arranged by truck broker, if any, whereby the carrier shown below (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), in consideration of the transportation charges to be paid, agrees to carry to its usual place of delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route, said property to the consignee, subject to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the carrier, the shipper, and the truck broker, if any.

SUN AMERICA
P.O. BOX 3710
SALINAS, CA 93912-3932
(831) 422-3894

Order Number	35609	Consignee	WEST COAST DISTRIBUTING INC. 350 MAIN ST MALDEN MA 02148-5023	Bill of Lading No.	35609
Salesman	RALPH GA	Customer P.O. #	M2-1184	Ship Date	2/19/2002
Phone	(781) 665-0300	Destination	WEST COAST DISTRIBUTING INC JACKSONVILLE FL	Ship from	YUMA, AZ
Via:	Truck Ship Air	Carrier	LITTLE ROCK LOGIS	Truck Broker	FOB
	Piggy Rail	Driver	X	License	6567DC
		Tractor License		State	OK

Reporting Instructions

OK TO SHORT 12X10 SPIN NOT AVIL LOADED ALL FLR 16 AVIL SHORT 1BOX

500	LETTUCE LINERS SunAmerica 24'S	27000
48	BROCCOLI REGULAR SunAmerica 14'S	2160
48	BROCCOLI REGULAR SunAmerica CROWNS	2160
29	CAULIFLOWER CARTON SunAmerica 16'S	928
70	ROMAINE REGULAR SunAmerica 24'S	70
10	NAPA WOOD CANNING	600
	GREEN ONION'S	600

MOVSOVITZ OF FLORIDA
RECEIVED SUBJECT TO
USDA INSPECTION

DATE 2-22-02 P.O. # 40.00 Paid
UNLOADING FEE \$ 40.00
EXCEPTIONS

0 \$ 0.00
TOTAL US \$ 0.00

Proper temperatures of commodities loaded approximately 36°. Maintain 33° to 34° enroute 3-1-00

Arizona Department of Agriculture
Plant Services Division
1688 W. Adams Phoenix, AZ 85007
Compliance Agreement No. 2882

The plant material in this shipment has been
inspected and found to be apparently free of
phytophagous insects.

Expiration March 1, 2001

Ind. DRIVER	Recorder No.	Chart No.	Temperature Instructions
	532491		

Delivery Instructions

Billing Instructions

Carrier arranged for by:

Charges paid by:

Shipper

Receiver

Shipper

Receiver

If shipment is to be delivered to consignee without recourse to shipper, shipper shall sign the following: Carrier shall not make delivery without payment of freight and all other lawful charges.

Consignee's Receipt I have received above perishable property in good order, except as noted:

Shipper Signature:

Signed

Date

Time

AM PM

Driver's Receipt: I have received above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced:

Shipper's Signature:

I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading:

Time In

AM PM

Signed

Signed

Date

Time Out

AM PM

14:34

22:03

RECEIVED FOR CROSS DOCKING P.V.